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**From:** Gilkey, Douglas E CIV OASN (EI&E), BRAC PMO West  
**Sent:** Wednesday, January 12, 2011 15:44  
**To:** Schlossberg, George R.; Callaway, Rex CIV NAVFAC SW; Steinberg, Barry P.; carr.robert@epa.gov; colinbarreno@paulhastings.com; Elaine Warren; gordonhart@paulhastings.com; JAB@BCLTLAW.com; RElliott@dtsc.ca.gov; Ripperda.Mark@epamail.epa.gov; RMiya@dtsc.ca.gov; RStenson@waterboards.ca.gov; Tiffany Bohee; Amy Brownell  
**Cc:** Macchiarella, Thomas L CIV OASN (EI&E), BRAC PMO West; Forman, Keith S CIV OASN (EI&E), BRAC PMO West; Kito, Melanie R CIV NAVFAC SW; Cummins, John M CIV NAVFAC SW; Liotta, Rita M CIV WEST Counsel; jeff.giangiuli@calibresys.com; jill.bensen@ch2m.com; steve.hall@ttemi.com; tim.mower@ttemi.com; Larson, Elizabeth A CIV OASN (EI&E), BRAC PMO West  
**Subject:** RE: Hunters Point Shipyard Early Transfer: Draft ETCA and TSRS  
**Attachments:** 2011-01-12 ETCA Navy Redline of SFRA 12-10-10\_tlm.doc; 2011-01-12 TSRS Navy Redline of SFRA 12-9-10\_tlm.doc  
**Categories:** Hunters Point

Attached for review and discussion on the 20th are the Navy's redline versions of the ETCA and TSRS sent by George via the e-mail below. Please note that the duplicate un-alphabetized definitions have been deleted from this version of the ETCA.

R/  
Doug

-----Original Message-----

**From:** Schlossberg, George R. [mailto:George.Schlossberg@KutakRock.com]  
**Sent:** Saturday, December 11, 2010 14:43  
**To:** Callaway, Rex CIV NAVFAC SW; Steinberg, Barry P.; carr.robert@epa.gov; colinbarreno@paulhastings.com; Elaine Warren; gordonhart@paulhastings.com; JAB@BCLTLAW.com; RElliott@dtsc.ca.gov; Ripperda.Mark@epamail.epa.gov; RMiya@dtsc.ca.gov; RStenson@waterboards.ca.gov; Tiffany Bohee; Amy Brownell  
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**Subject:** Hunters Point Shipyard Early Transfer: Draft ETCA and TSRS

Attached for review and discussion on the 15th are revised versions of:

1. The Early Transfer Cooperative Agreement (ETCA) dated 12/10/2010 with "track-changes" to reflect all changes to the Navy draft dated 11/2/2010. Don't be alarmed at the number of apparent changes to the definitions. We alphabetized the definitions and subsequently renumbered them so it appears erroneously that many changes were made. In fact, for this version, all definitions appear twice: first to show the minimal changes (if any) and second to reflect the renumbering. Please not the new inclusive definition of Remedial Design Package Reports(s).
2. The Technical Specifications and Requirments Statement (TSRS) entitled SFRA/Lennar/MACTEC Redline 12-9-2010.

We look forward to seeing everyone on the 15th.

Thanks. George

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**EARLY TRANSFER COOPERATIVE AGREEMENT**

**COVERING PORTIONS OF  
HUNTERS POINT NAVAL SHIPYARD**

**BETWEEN**

**THE UNITED STATES OF AMERICA  
DEPARTMENT OF THE NAVY**

**AND**

**THE SAN FRANCISCO REDEVELOPMENT AGENCY  
SAN FRANCISCO, CALIFORNIA**

**HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE  
AGREEMENT**

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SAN FRANCISCO, CALIFORNIA  
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# HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT

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**HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE  
AGREEMENT**

**EARLY TRANSFER COOPERATIVE AGREEMENT  
COVERING PORTIONS OF  
HUNTERS POINT NAVAL SHIPYARD  
BETWEEN  
THE UNITED STATES OF AMERICA  
DEPARTMENT OF THE NAVY  
A N D  
THE SAN FRANCISCO REDEVELOPMENT AGENCY,  
SAN FRANCISCO, CALIFORNIA**

1       **THIS EARLY TRANSFER COOPERATIVE AGREEMENT** ("Agreement") is  
2 made by and between the **UNITED STATES OF AMERICA**, acting by and through Naval  
3 Facilities Engineering Command ("Navy") and the **SAN FRANCISCO REDEVELOPMENT**  
4 **AGENCY**, San Francisco, California ("SFRA") recognized as the local redevelopment  
5 authority by the Office of Economic Adjustment ("OEA") on behalf of the Secretary of  
6 Defense and also a local public authority legally empowered to enter into this Agreement.  
7 Hereinafter, the Navy and the SFRA are each sometimes referred to individually as a "Party"  
8 and collectively as the "Parties."  
9

10                                   **GENERAL PROVISIONS**

11  
12       The Federal Government, for and on behalf of the citizens of the United States of  
13 America, acts as the steward of certain real property on which it operates and maintains  
14 military facilities necessary for the defense of the United States of America. Certain military  
15 facilities are no longer required for that mission, and, in accordance with various base closure  
16 statutory authorities, the Department of Defense ("DOD") closed and plans to dispose of real  
17 and personal property at those facilities. The Navy is authorized to dispose of real and personal  
18 property on Hunters Point Naval Shipyard ("HPNS"), to the City of San Francisco or to a local  
19 reuse organization approved by the City, in accordance with Section 2824 (a) of the National  
20 Defense Authorization Act for Fiscal Year 1991 (Public Law 101-510), as amended by Section  
21 2834 of the National Defense Authorization Action Act for Fiscal Year 1994 (Public Law 103-  
22 160). The SFRA is a local reuse organization approved by the City of San Francisco to accept  
23 conveyance of HPNS property in accordance with the authorities set out above, and it is an  
24 entity that is within the meaning of the term "local government agency" as such term is used in  
25 10 USC Section 2701(d)(1), with which the Navy is entitled to enter into "agreements on a  
26 reimbursable or other basis."  
27

28       The Parties did execute and enter into that certain *Conveyance Agreement Between the*  
29 *United States of America, Acting by and through the Secretary of the Navy, and the San*  
30 *Francisco Redevelopment Agency for the Conveyance of Hunters Point Naval Shipyard*, dated  
31 March 31, 2004 ("Conveyance Agreement").

## **HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT**

Under the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9620(h)(3)(C), Federal property may be transferred prior to the completion of all remedial action necessary to protect human health and the environment provided that the property is suitable for transfer for the intended uses and the intended use is consistent with the protection of human health and the environment. Under this early transfer authority, the Navy intends to convey title to the portion of HPNS property known as the Area Covered by Environmental Services (hereinafter "ACES"), to the SFRA. The ACES is defined in Article II below and shown in Appendix 2. The SFRA assumes responsibility for certain environmental response activities (hereinafter the "Environmental Services," as defined in Section 211 below) for the consideration set forth in this Agreement. In accordance with 42 U.S.C. 9620(h)(3)(C)(iii), after all response action necessary to protect human health and the environment with respect to any hazardous substances remaining on the ACES on the date of transfer has been taken, the Navy will deliver to the SFRA an appropriate document containing the CERCLA warranty that all response action necessary to protect human health and the environment with respect to any substance remaining on the property on the date of transfer has been taken.

### **Article I SCOPE AND PURPOSE**

#### **Section 101. Scope and Purpose of Agreement**

The principal purpose of this Agreement is to facilitate early transfer and redevelopment by providing the vehicle under which the SFRA will perform the Environmental Services in the ACES in order to satisfy the covenant requirements of the "early transfer" provisions of Section 120(h)(3)(C)(iii) of CERCLA for the consideration specified herein. This Agreement is considered a Cooperative Agreement within the meaning of 31 U.S.C. Section 6305 and 10 U.S.C. Section 2701(d)(1) and benefits both the Navy and the SFRA because it facilitates SFRA access to and control of the ACES in conjunction with implementation of the SFRA's Reuse Plan (as defined in Article II below) and immediate reuse by allowing the SFRA to cause to be performed certain environmental remediation activities while simultaneously facilitating redevelopment as defined herein. In addition, early transfer will allow the Navy to convey title in compliance with CERCLA requirements at an earlier date than could otherwise be achieved.

The Navy is conveying HPNS Parcel B (with the exception of IR Sites 7 and 18 and the radiologically-impacted area around Building 140), and HPNS Parcel G as shown in Appendix \_\_\_, to the SFRA pursuant to the Navy's early transfer authority. The Navy and the United States Environmental Protection Agency ("EPA") have issued Records of Decision ("RODs") for HPNS Parcels B and G selecting remedial actions for responding to releases of CERCLA hazardous substances as provided by the Federal Facility Agreement ("FFA") entered into by the Navy and the Environmental Regulatory Agencies (as defined in Article II below) in 1991. The

## HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT

1 Navy is legally responsible for executing the remedial actions selected in those RODs as required  
2 by CERCLA, the National Oil and Hazardous Substances Contingency Plan (“NCP”), and the  
3 FFA. It is anticipated that the completion of remedial action required by the RODs will satisfy  
4 the covenant requirements of Section 120(h)(3)(C)(iii) of CERCLA.  
5

6 Subject to the provisions of this Agreement, the Navy and SFRA hereby agree that SFRA  
7 shall assume the Navy’s responsibility for and shall cause to be performed the Environmental  
8 Services (as defined in Article II below) subject to the receipt of funding from the Navy in an  
9 amount not to exceed the maximum funding obligation of \_\_\_\_\_ .  
10

11 The Navy and the Environmental Regulatory Agencies have entered into an FFA  
12 Amendment suspending the Navy’s FFA obligations to implement remedial actions required by  
13 the RODs and applicable Remedial Design reports. The SFRA has agreed with the  
14 Environmental Regulatory Agencies to conduct these remedial actions pursuant to an  
15 Administrative Order on Consent (“AOC”) entered into with the Environmental Regulatory  
16 Agencies. The provisions of the AOC related to Long-Term Obligations (as defined in Article II  
17 below) may be superseded by an Operation and Maintenance Agreement (as defined in Article II  
18 below). The FFA Amendment provides that the Navy will resume CERCLA responsibility for  
19 compliance with the FFA in the event of a Finding of Default as provided in the AOC or upon a  
20 termination of this Agreement pursuant to Sections 701 and 1003 below.  
21

22 Nothing in this Agreement shall be construed as creating a legal obligation (contractual  
23 or otherwise) for either the Navy or SFRA to fund or perform remediation addressing either  
24 Navy Retained Conditions or (“NRCs, see Section 206), Special Exclusions (Section 239), or  
25 Ineligible Work (Section 218), nor shall this Agreement be construed to limit or otherwise effect  
26 any legal obligations of either the Navy or SFRA apart from this Agreement, except as  
27 specifically provided herein. No funds provided under Section 302(a) may be used by the SFRA  
28 to fund or perform either NRCs, Special Exclusions or Ineligible Work. If the SFRA remediates  
29 an NRC or Special Exclusion or performs Ineligible Work either voluntarily or pursuant to the  
30 AOC or other enforcement order, the SFRA agrees that it will do so at its own cost and expense,  
31 subject to the provisions of Article III and Section 711.  
32

33 Notwithstanding any other provisions of this Agreement, the Navy is not a party to,  
34 bound by, or responsible for compliance with any of the provisions of the AOC including  
35 AOC provisions concerning NRCs or Special Exclusions. Nothing in this Agreement shall  
36 be construed as creating a Navy legal obligation to SFRA under this Agreement (contractual  
37 or otherwise) for the Navy to comply with either AOC or Amended FFA provisions  
38 regarding NRCs or Special Exclusions.  
39  
40

# **HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT**

**[SAME DEFINITIONS AS ABOVE  
RENUMBERED AND PLACED IN ALPHABETICAL ORDER]**

## **A r t i c l e   I I DEFINITIONS**

### **Section 201. Administrative Order on Consent**

The term "Administrative Order on Consent" or "AOC" means that certain signed agreement executed between the SFRA, CP Development Co., LP, and the Environmental Regulatory Agencies dated XX- XX-XXXX.

### **Section 202. Agreement**

The term "Agreement" means this Early Transfer Cooperative Agreement.

### **Section 203. Amended Federal Facilities Agreement**

The term "Amended Federal Facilities Agreement" or "Amended FFA" means that certain document executed by the Navy, USEPA, DTSC, and RWQCB dated \_\_\_\_\_, whereby the parties to the original Federal Facilities Agreement for the HPNS dated January 22, 1992 ("FFA"), amended such FFA.

### **Section 204. Area Covered by Environmental Services**

The term "Area Covered by Environmental Services" or "ACES" means that area identified on the map in Appendix 2, and specifically excludes IR Sites 7/18 and the radiologically-impacted area around Building 140.

### **Section 205. CERCLA Records of Decision**

The term "CERCLA Records of Decision" or "CERCLA RODs" means the CERCLA Record of Decision for Parcel B dated January 14, 2009, and the CERCLA Record of Decision for Parcel G dated February 18, 2009.

### **Section 206. Certification of Completion**

The term "Certification of Completion" means a certification issued after approval of a RACR pursuant to Paragraph 53.c of the AOC or a certification for the entire Site issued pursuant to Paragraph 53.d of the AOC.

## **HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT**

### **Section 207. Covenant to Restrict the Use of Property**

The term "Covenant to Restrict the Use of Property" or "CRUP" means that certain document or documents required by the CERCLA RODs that identifies the environmental covenants and restrictions that shall apply to a portion of, or all of, the ACES.

### **Section 208. Environmental Conditions**

The term "Environmental Condition(s)" means a discharge, release, or threatened discharge or release into the environment of a hazardous substance, waste, oil, or petroleum product within the scope of any of the following:

- a. Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §9601 et seq.;
- b. Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §6901 et seq.;
- c. California Hazardous Waste Control Act (California Health and Safety Code Sections §25100 et seq.);
- d. California Hazardous Substances Account Act (California Health and Safety Code Sections §25300 et seq.);
- e. Porter-Cologne Water Quality Control Act (California Water Code §13000 et seq.);
- f. Or similar federal or state environmental law.

### **Section 209. Environmental Insurance Policies**

The term "Environmental Insurance Policies" means the bindable environmental insurance policies substantially in the form shown in Appendix 4, which the SFRA will procure in accordance with the requirements as set forth below in Section 712.e.

### **Section 210. Environmental Regulatory Agency or Agencies**

The term "Environmental Regulatory Agency or Agencies" means the United States Environmental Protection Agency ("USEPA"), the California Department of Toxic Substances Control ("DTSC"), and the San Francisco Bay Water Quality Control Board ("RWQCB").

### **Section 211. Environmental Services**

The term "Environmental Services" means performance of the activities necessary to achieve Regulatory Closure and comply with Long-Term Obligations as provided in the TSRS, including but not limited to those required to comply with the RODs and associated Remedial Design reports and CERCLA, consistent with the NCP, with respect to (i) Known Conditions and Unknown Conditions Discovered During the Course of Remediation even if the funds provided under this Agreement, and any insurance proceeds from the Environmental Insurance

## **HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT**

Policies, have been exhausted and even if the term of the Environmental Insurance Policies has expired; and (ii) Unknown Conditions Discovered Outside the Course of Remediation, but only to the extent such activities are covered by the Environmental Insurance Policies or to the extent such funding is unavailable as a result of the failure of SFRA or a named insured (other than the Navy) to comply with the requirements of the Environmental Insurance Policies.

The term "Environmental Services" does not include, except as specifically provided herein, the performance of any activities related to the following: Navy Retained Conditions; Ineligible Work; or Special Exclusions.

### **Section 212. Hunters Point Naval Shipyard**

The term "Hunters Point Naval Shipyard" or "HPNS" means the real property at the former Hunters Point Naval Shipyard, shown on the map attached as Appendix 1 and incorporated herein by reference.

### **Section 213. Ineligible Work**

The term "Ineligible Work" means the performance of any or more of the following work:

a. Cleanup of: (1) lead based paint ("LBP") and asbestos containing materials ("ACM") incorporated into building materials in their original location and not previously demolished by the Navy or its contractors or (2) lead in soil resulting from natural weathering of LBP from buildings and structures.

b. Cleanup of pesticides and herbicides applied in accordance with the requirements of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and its predecessors including, but not limited to, chlordane properly applied as a termiticide to presently existing wooden structures, their foundations, and underlying soils.

c. Additional remediation necessary to implement a change in land use from the land uses set forth in the 1997 Reuse Plan.

d. Management and disposal of construction and demolition debris except to the extent such debris is generated in the course of conducting the Environmental Services, such as the demolition of hardscape necessary to install a monitoring well.

e. Clean up of contaminants within existing buildings and structures, that have not been released into the environment; except for removal of liquids, solids, gases, sediments, and/or sludges from and including oil/water separators and other equipment and containment vessels within or beneath structures to the extent the equipment and vessels could not have been reasonably discovered by visual inspection during a pre-conveyance walk-

## HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT

through in which both parties participated.

f. Any activity, including management and offsite disposal of excavated contaminated soil or solid waste, associated with disturbing or altering a cover, cap or other component of an environmental remedy installed pursuant to the AOC, except to the extent such disturbance or alteration is necessary to comply with the AOC to address an environmental condition other than a condition that the disturbed or altered remedy component was designed to address.

g. Non-cleanup environmental compliance activities relating to redevelopment/construction following conveyance (e.g., compliance with air quality permit requirements for control of fugitive dust emissions that are not contaminated with hazardous substances or petroleum and the National Pollutant Discharge Elimination System ("NPDES") stormwater discharge permit requirements regulating excavation/disturbance of soil that is not contaminated with hazardous substances or petroleum).

h. Any other work or activity that is not related to the performance of the Environmental Services.

i. All Regulatory Enforcement Activities.

j. Cleanup that is required as a result of a violation of: (i) use restrictions by the SFRA, its successors and assigns, or (ii) any land use restriction, groundwater restriction, deed covenant or IC applicable to the ACES.

k. Cleanup arising from the failure of the SFRA, its successors and assigns, to operate or maintain a remedy as required by the PCAP or USEPA through the CERCLA RODs, AOC, applicable Remedial Design Package Report(s), and/or Risk Management Plan ("RMP").

### Section 214. Known Condition(s)

The term "Known Condition" means one or more specified chemicals of concern in a specified medium (e.g., soil or groundwater) at a location identified in the CERCLA RODs as requiring remedial action

### Section 215. Long-Term Obligations

The term "Long-Term Obligations" means any long-term review, monitoring, reporting and institutional control ("IC") and operation and maintenance requirements that are required to be performed after a Certificate of Completion has been issued pursuant to the AOC, including but not limited to requirements to maintain Regulatory Closure and requirements associated with or in furtherance of the CERCLA RODs, and applicable Remedial Design Package Report

## **HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT**

reviewed and approved pursuant to the FFA, and including providing existing records and reports for the Navy's preparation of the CERCLA five year reviews for years 2013 and 2018 and SFRA preparation of the CERCLA five-year reviews thereafter. Long-Term Obligations do not include obligations attributable to Ineligible Work, NRCs or Special Exclusions.

### **Section 216. Military Munitions**

The term "Military Munitions" means all ammunition products and components produced or used by or for DOD or the United States Armed Services for national defense and security, including military munitions under the control of DOD, the United States Coast Guard, the United States Department of Energy ("DOE") and National Guard personnel. The term "Military Munitions" includes but is not limited to confined gaseous, liquid, and solid propellants, explosives, pyrotechnics, chemical and riot control agents, smokes, and incendiaries used by DOD components, including bulk explosives and chemical warfare agents, chemical munitions, rockets, guided and ballistic missiles, bombs, warheads, mortar rounds, artillery ammunition, small arms ammunition, grenades, mines, torpedoes, depth charges, cluster munitions and dispensers, demolition charges, and devices and components thereof. The term "Military Munitions" does not include wholly inert items and non-standard explosive devices made from either military or non-military materials by personnel unrelated to DOD. However, the term "Military Munitions" does include non-nuclear components of nuclear devices managed under DOE's nuclear weapons program after all required sanitization operations under the Atomic Energy Act of 1954, as amended, 42 U.S.C. §§2011 et seq., have been completed.

### **Section 217. Navy and Government**

The terms "Navy" and "Government" are used interchangeably herein.

### **Section 218. Navy Grants Officer**

The term "Navy Grants Officer" means the Director of Acquisition, NAVFACENGCOM.

### **Section 219. Remedy Failure**

The term "Remedy Failure" means any circumstance, not due to negligence by SFRA where a remedy selected in the CERCLA RODs or subsequent CERCLA decision document issued by the Navy has been implemented by SFRA in accordance with the RODs and approved remedial design documents but is determined by EPA not to have achieved the ROD's remedial action objectives. Remedy Failure does not include volatile organic compound (VOC) vapor migration and/or accumulation caused by redevelopment.

## **HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT**

### **Section 220. Navy-Retained Conditions**

The term “Navy Retained Conditions” means Unexploded Ordnance (as defined in ETCA Section 223); Military Munitions (ETCA Section 224); chemical, radiological, or biological warfare agents; and Radiological Materials (ETCA Section 215). The term “Navy Retained Conditions” does not include Ineligible Work as defined in Section 218 of the ETCA.

### **Section 221. Operation and Maintenance Agreement**

The term “Operation and Maintenance Agreement” or “O&M Agreement” means any Operations and Maintenance Agreement entered into by DTSC and SFRA that supersedes the provisions of the AOC related to Long-Term Obligations and is agreed to by EPA, the Navy and RWQCB.

### **Section 222. Petroleum Corrective Action Plan**

[Reserved - definition, and references in operative language to be reinserted if PCAP work is not completed by Navy before execution.]

### **Section 223. Radiological Materials**

The term "Radiological Materials" means solid, liquid, or gaseous material derived from U.S. Government activities, that contains radionuclides regulated by the Atomic Energy Act of 1954, as amended, and those materials containing radionuclides defined as being derived from the Navy's work on the following: nuclear propulsion plants for ships and submarines; nuclear devices and nuclear components thereof, and; radiographic and instrument calibration sources and various instrumentation and radioluminescent products manufactured for military applications. The term "Radiological Materials" does not include products commonly used in non-military applications such as radioluminescent signs, and household smoke detector components that do not require special handling or special treatment as a result of the materials containing radionuclides other than being handled as household hazardous waste.

### **Section 224. Regulatory Closure**

The term “Regulatory Closure” means Environmental Regulatory Agency approval, by issuance of one or more Certifications of Completion for CERCLA response actions that collectively address the entire ACES (or encompassing the portion of the ACES or particular condition with respect to which the term is used) pursuant to the procedures set forth in the AOC and, to the extent the Environmental Services includes activities not covered by the AOC, such as certain petroleum releases, written Environmental Regulatory Agency approval that no further action is required for that condition.

## **HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT**

### **Section 225. Regulatory Enforcement Activities**

The term "Regulatory Enforcement Activities" means any regulatory enforcement costs that are not allowable costs under 10 U.S.C. 2701(d)(3), including activities associated with EPA, DTSC, RWQCB, or other independent State or Federal regulatory agency with jurisdiction over the ACES taking enforcement actions against the SFRA, or its contractors or agents, for alleged violations of laws, regulations, or enforceable agreements associated with environmental protection, public health or safety.

### **Section 226. Regulatory Oversight**

The term "Regulatory Oversight" includes all activities performed by EPA, DTSC, and RWQCB necessary to oversee the implementation of the AOC and any O&M Agreement that supersedes the AOC other than Regulatory Enforcement Activities and oversight of Ineligible Work.

### **Section 227. Remedial Action Completion Report**

The term "Remedial Action Completion Report" or "RACR" means a report prepared pursuant to the *DoD/EPA Joint Guidance, Remedial Streamlined Site Closeout and NPL Deletion Process for DoD Facilities*[Jan 19, 2006] demonstrating that (1) the remedy at a ROD Implementation Area has been fully performed, including recordation of a modification to the LUC(s), if required by EPA; (2) initial implementation of any other institutional controls called for in the ROD, and (3) the Remedial Action Objectives have been attained

### **Section 228. Remedial Design Package Report(s)**

The term "Remedial Design Package Report(s)" includes those certain Design Basis Reports, Remedial Action Monitoring Plans [RAMP], Land Use Control Remedial Design [LUC RD] Reports, and Operation and Maintenance [O&M] Plans . The Final Remedial Design Package Report for Parcel G is dated October 4, 2010 and the Final Remedial Design Package Report for Parcel B is dated December 10, 2010.

### **Section 229. Reuse Plan**

The term "Reuse Plan" means that certain Redevelopment Plan for the HPNS, approved by the Mayor and Board of Supervisors for the City of San Francisco in July of 1997.

### **Section 230. Risk Management Plan ("RMP")**

The term "Risk Management Plan ("RMP")" means specifically the pre-RACR and post-RACR Risk Management Plans dated \_\_\_\_\_.

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### Section 231. San Francisco Redevelopment Agency

The term San Francisco Redevelopment Agency or “SFRA” is the Redevelopment Authority of the State of California, recognized as the local redevelopment authority for the HPNS by the OEA on behalf of the Secretary of Defense.

### Section 232. Special Exclusions

The term “Special Exclusions” means any of the following:

a. Activities and associated costs necessary to conduct any additional remedial action required by an Amendment to, or Explanation of Significance Difference (ESD) from, the CERCLA RODs, except to the extent such activities and associated costs are funded by the Environmental Insurance Policies, or except to the extent attributable to any of the following:

1. The negligence of the SFRA or any party acting on its behalf, or any failure to perform Long-Term Obligations;

2. Requests by the SFRA or other party acting on behalf of the SFRA for modification of a remedial action selected in the Parcels B and G CERCLA RODs that is not required as a result of a Remedy Failure, or from the discovery of a Navy Retained Condition or one of the other Special Exclusions identified in subparagraphs b through f of this Section;

b. Activities and associated costs necessary to address any Environmental Condition migrating onto Parcel B from IR Site 25 in Parcel C or an Environmental Condition migrating onto Parcel G from Building 406 (also known as the IR Site 36 groundwater contamination/treatment area) in Parcel E.

c. Activities and associated costs, other than those required to implement the portions of the CERCLA RODs requiring the rebuilding of portions of the revetment wall on the Parcel B shoreline, necessary to address any Environmental Condition that has migrated onto Parcel F from Parcel B, except to the extent attributable to any negligence of the SFRA or any party acting on its behalf.

d. The performance of CERCLA five-year reviews for years 2013 and 2018 for remedies selected in the CERCLA RODs issued by the Navy.

e. Any activity and associated cost related to an Unknown Condition Discovered Outside the Course of Remediation that is not funded by the Environmental Insurance Policies, provided the unavailability of insurance funds is not the result of the failure of SFRA or a named insured (other than the Navy) to comply with the requirements of the Environmental Insurance Policies.

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## Section 233. Technical Specifications and Requirement Statement

The term "Technical Specifications and Requirement Statement" or "TSRS" means the statement of work included in Appendix 9.

## Section 234. Unexploded Ordnance/Munitions or Explosives of Concern

The term "Unexploded Ordnance" or "UXO" means Military Munitions that have been fired, dropped, launched, projected, or otherwise placed, abandoned or disposed of in such manner as to constitute a hazard to military or non-military operations, installations, personnel, or material and remain unexploded either by malfunction, design, or any other cause.

## Section 235. Unknown Conditions Discovered During the Course of Remediation

The term "Unknown Conditions Discovered During the Course of Remediation" means Environmental Conditions that are discovered in a portion of the ACES prior to approval of a RACR for that portion and that are not Special Exclusions, or Navy Retained Conditions. [NOTE: AON informs us that it is likely the insurer's concept of "during the course of remediation" will be consistent with this broader and brighter line definition, which should benefit all of us.]

## Section 236. Unknown Conditions Discovered Outside the Course of Remediation

The term "Unknown Conditions Discovered Outside the Course of Remediation" means Environmental Conditions that are discovered in a portion of the ACES after approval of a RACR for that portion, and that are not Special Exclusions, or Navy Retained Conditions.

## A r t i c l e I I I OBLIGATIONS OF THE PARTIES

### Section 301. Obligations of the SFRA

In consideration of the Navy's agreement to pay the SFRA for allowable costs in the amount specified in Section 302 below, the terms of this Agreement, the provisions of Title 32 of the Code of Federal Regulations ("CFRs"), and the applicable Office of Management and Budget ("OMB") Circulars, the SFRA agrees that it shall perform or cause to be performed the Environmental Services.

a. The SFRA shall complete the Environmental Services consistent with the TSRS and NCP and in compliance with the RODs, RD Reports, CERCLA. If the SFRA transfers a portion of the ACES to another party, SFRA shall remain responsible for performing the

## HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT

Environmental Services on that portion. The SFRA shall ensure that the initial cap/covers required by the CERCLA RODs shall be installed throughout the ACES no later than seven (7) years after the date of execution of this Agreement by both parties, or such later date as the Navy and Environmental Regulatory Agencies approve. The SFRA shall not propose revisions to the remedies selected in the CERCLA RODs that would require an Amendment to, or Explanation of Significance Difference (ESD) from, the CERCLA RODs, without the consent of the Navy, which consent shall not be unreasonably withheld.

b. The SFRA's obligation to perform Environmental Services is expressly conditioned upon the Navy providing funding for performing the Environmental Services in accordance with Section 302 hereof. However, to the extent that the Navy pays a portion of the funding set forth in Section 302 hereof, but fails to pay the full amount set forth in that Section, or in the event that the Agreement terminates pursuant to Section 1003 hereof, the SFRA's obligations shall be limited to only that portion of Environmental Services which have been performed by use of the funds actually provided by the Navy or the insurer as set forth in Section 712.b hereof. Any dispute with respect to delineating the portion of the Environmental Services performed with the use of such partial funding shall be subject to dispute resolution pursuant to Section 1001 hereof. The SFRA shall make reasonable progress toward performing Environmental Services.

c. In the event this Agreement terminates pursuant to Section 1003 below, the SFRA shall return or cause to be returned to the Navy any funds held by the SFRA or independent third party payee not otherwise committed for allowable costs of payment for Environmental Services performed in accordance with this Agreement.

d. The SFRA shall indemnify the Navy pursuant to the terms of Section 711. hereof.

e. The SFRA shall conduct audits and shall provide performance and financial reports to the Navy as follows:

(1) In accordance with the provisions contained in 32 CFR 33.26, the SFRA is responsible for obtaining annual audits in accordance with the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and revised OMB Circular A133, "Audits of States, Local Governments, and Non-Profit Organizations." The audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. The costs of audits made in accordance with this section are allowable costs under this Agreement.

(2) The SFRA is responsible for assuring compliance with applicable Federal requirements [NOTE: There have not been any "performance goals" specified]. In accordance with 32 CFR 33.40, the SFRA shall submit timely performance reports to the Navy. All reports shall be submitted to the Navy on the same schedule as the SFRA, its

## HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT

1 developer, or its contractors submit such information to the insurance provider.

2  
3 (3) In accordance with 32 CFR 33.41, the SFRA shall submit timely  
4 financial status reports to the Navy. All reports shall be submitted to the Navy on the same  
5 schedule as the SFRA, its developer, or its contractors submit such information to the insurance  
6 provider.

7  
8 g. In the event that the SFRA is served with a complaint or written notice by an  
9 Environmental Regulatory Agency, or other third parties, that suggests that an action is  
10 necessary related to an Environmental Condition at or affecting the ACES for which the SFRA  
11 asserts that it is not responsible, the SFRA shall provide the Navy Notice and a copy of all  
12 applicable documents as soon as possible but no later than seven (7) calendar days following  
13 such receipt.

14  
15 h. The SFRA shall notify the Navy within thirty (30) calendar days of SFRA  
16 discovering, or receiving actual notice of, any Environmental Condition at or affecting the ACES  
17 which SFRA believes is outside the scope of the Environmental Services and for which SFRA  
18 believes the Navy is responsible under the Amended FFA. The exception to this duty is that the  
19 SFRA shall notify the Navy of the discovery of any Navy Retained Condition within twenty-four  
20 (24) hours of any such discovery. If the Navy responds to this notice by asserting that the  
21 Environmental Condition that is the subject of the notice provided under this paragraph  
22 301(h) or paragraph 301(g) above is within the Scope of the Environmental Services, the  
23 Parties shall, within a reasonable time after such response, meet and confer to attempt to  
24 reach a mutually agreeable solution to address the circumstances, including, if appropriate  
25 agreeing to the scope of, and allocation of costs for, any initial investigation that may be  
26 necessary to ascertain whether the discovery is within the scope of Environmental Services. If  
27 the Parties cannot agree if the discovery is within the scope of Environmental Services, and a  
28 mutually agreeable solution to address the circumstances is not reached within a reasonable  
29 period of time after commencement of discussions between the SFRA and the Navy and, if  
30 applicable, the Environmental Regulatory Agencies, the Parties reserve the right to initiate the  
31 dispute resolution process as described in Section 1001 of this Agreement.

32  
33 i. Notwithstanding the preceding Section 301(h) the SFRA shall have the right,  
34 but not the duty, to take or cause to be taken the following actions within the ACES with respect  
35 to an Environmental Condition (except for Military Munitions and chemical or biological  
36 warfare agents) that is not within the scope of the Environmental Services:

37  
38 (1) **Investigation Activities.** Other than a condition subject to  
39 emergency action, if the SFRA discovers a condition it reasonably believes is an  
40 Environmental Condition that is not within the scope of the Environmental Services,  
41 the SFRA shall use its reasonable efforts to avoid incurring costs or obligations with  
42 respect to the Environmental Condition. If, despite using commercially reasonable  
43 efforts to avoid incurring such costs, the SFRA incurs costs or obligations with respect to

## HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT

the Environmental Condition, the SFRA may seek reimbursement from the Navy for the reasonable investigation costs, subject to the Navy's funding limitation as set forth in Section 401 and the dispute resolution provisions of Section 1001.

(2) **Emergency Actions.** The SFRA may take immediate action to address an imminent threat to human health or the environment. The SFRA may seek reimbursement from the Navy, subject to the Navy's funding limitation as set forth in Section 401 and the dispute resolution provisions of Section 1001, for the reasonable response costs related to such emergency action regarding a Navy Retained Condition where notification cannot practicably be provided to the Navy before such action needed to be taken OR notification is provided to the Navy before such action and the Navy agrees to permit the SFRA to take such emergency action under terms agreed to by the Parties.

(3) **Notice.** To the extent that the SFRA takes or causes to be taken actions in accordance with Section 301.i(1) and (2), the SFRA shall notify the Navy of such action as soon as practicable but no later than fifteen (15) business days after the SFRA takes or causes to be taken any such action. If the Navy disputes an SFRA action taken under Section 301.i(1) and (2), the Navy may initiate dispute resolution procedures under Section 1001.

j. The SFRA shall provide to the Navy all information obtained or developed by the SFRA with respect to any Environmental Condition that is not within the Scope of the Environmental Services and that the SFRA discovers.

k. The SFRA shall obtain the Environmental Insurance Policies, and other insurance required, as described in Section 712, herein and substantially in the form shown in Appendix 4.

l. The SFRA shall conduct annual site inspections pursuant to the LUC RD and CERCLA RODs, AOC, CRUP, and deeds and shall assure preparation of any applicable compliance monitoring reports and certificates associated with environmental land use restrictions on the ACES. [NOTE: Subject to SFRA preparing a proposal for the scope and cost of IC monitoring and enforcement]

### Section 302. Obligations of the Navy

a. [NOTE: This new text is designed to provide a parallel with the SFRA Obligations language in Section 301, and to avoid duplication with 401, which discusses the Navy's maximum funding obligation] In consideration of the SFRA's agreement to perform or cause to be performed the Environmental Services, and otherwise comply with the terms of this Agreement and the provisions of Title 32 of the Code of Federal Regulations ("CFRs"), and the applicable Office of Management and Budget ("OMB") Circulars, the Navy agrees to make an advance payment (s) to the SFRA for performing the Environmental Services during the term of this Agreement in the total amount of \$\_\_\_\_\_, which shall be paid as follows:

## HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT

\_\_\_\_\_[NOTE: If there are going to be multiple payments, ETCA needs to specify the exact amount and timing of each payment.]

The Navy's obligation to pay hereunder is subject to the availability of appropriated funds and this shall not be interpreted to require obligations or payments by the Navy in violation of the Anti-Deficiency Act (31 U.S.C. 1341).

b. Notwithstanding the provisions of Section 302.a. above, prior to payment being made to the SFRA, the terms, conditions and insurer, as required by Section 712 below, and as set forth in a final indication of the Environmental Insurance Policies, must be reviewed and approved by the Navy and the SFRA.

c. Within a reasonable time after the SFRA has provided the Navy with proper documentation establishing that Regulatory Closure has been obtained for the ACES, or portions of the ACES, as set forth in the AOC, and a written request from the SFRA to issue the appropriate CERCLA warranty for the ACES, or such portions of the ACES, the Navy shall issue to the SFRA the warranty required under CERCLA, Section 120(h)(3)(C)(iii). The SFRA shall bear the costs of preparing any new legal descriptions for the CERCLA warranty to be recorded.

d. The Navy shall comply with the procedures and terms set forth in Sections 301(h) and (i) with respect to discovery of Environmental Conditions that are not within the scope of the Environmental Services.

### Article IV FUNDING LIMITATION AND BUDGETING

#### Section 401. Navy's Funding Limitation

The maximum Navy funding obligation for the Environmental Services to be performed by the SFRA under this Agreement is \$ \_\_\_\_\_. The Navy will not pay any costs of performing Environmental Services that exceed the amount described in Section 302.a. above. The Navy's obligation to pay any costs hereunder is subject to the availability of appropriated funds. Nothing in this Agreement shall be interpreted to establish obligations or require payments by the Navy in violation of the Anti-Deficiency Act, 31 U.S.C. §§ 1341 et seq. The SFRA incurs any additional costs, including any costs for services or activities determined to be defined as Ineligible Work, at its own risk. Any statements in this Agreement regarding the SFRA's ability to seek reimbursement for any additional costs, or to negotiate any additional amounts to be paid, do not create a Navy obligation to pay such costs or amounts in excess of the Maximum Navy Funding Obligation.

## HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT

Notwithstanding any other terms herein, this Agreement is not intended to mean and shall not be interpreted to obligate the Navy to pay any amount to the SFRA in excess of the Maximum Navy Funding Obligation or to perform any remedial, response or other environmental action. The obligation, if any, to perform such remedial, response, or other environmental action shall be governed solely by applicable law. However, nothing herein precludes the Parties from entering into agreements to address other Navy obligations or activities.

INSERT THE UIC AND LINE OF ACCOUNTING HERE

### **Article V** **PAYMENT SCHEDULE**

#### **Section 502. Payments**

a. The amount provided by the Navy is an advance payment or payments to be made to the SFRA. Such payment or payments shall, upon execution by all Parties to this Agreement, be deposited into an interest bearing escrow account pending transfer of the advance payment to the SFRA in accordance with the Escrow Instructions set forth in Appendix --. Payment to the SFRA shall be made in accordance with the advance payment requirements of 32 CFR §33.21(c), as follows:

(1) The SFRA shall maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds from the escrow account to the SFRA and their disbursement by the SFRA to an independent third party payee.

(2) Within a reasonable period of time after receiving the advance payment from the escrow account, the SFRA shall deposit the funds with an independent third party payee . Such independent third party payee shall be responsible for making all payments to a subsequent transferee and/or environmental contractor(s), with whom the SFRA enters into an agreement to perform the Environmental Services or to supervise the performance of the Environmental Services. Funds shall be considered disbursed by the SFRA when the following has occurred:

(A). The SFRA does not retain possession of the funds;

(B). The SFRA cannot get the funds back upon demand (this does not include allowable costs incurred by the SFRA for which the SFRA requests proper reimbursement from the independent third party payee);

(C). The independent third party payee is an independent stakeholder

## **HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT**

from the SFRA and from the party or parties with whom the SFRA enters into an agreement to perform the Environmental Services or supervise the performance of the Environmental Services, and is not the agent of the SFRA;

(D). The SFRA receives something in exchange for the transfer of funds to the independent third party payee, such as a contractual promise to hold the funds and make payments in accordance with specified procedures.

(3) Any agreement by the SFRA with an independent third party payee must also include the above provisions and satisfy the requirements of 32 CFR §33.21(c).

(4) Interest. Any interest earned on the advance payment while in the escrow account pending transfer to the SFRA and any interest earned on the advance payment by the SFRA prior to the disbursement of those funds by the SFRA to the independent third party payee must be returned to the Navy in accordance with 32 CFR §33.21(h)(2)(i). However, any interest earned on those funds after disbursement from the SFRA to the independent third party payee in accordance with Section 502.a. (2)(A)-(D) are considered funds to be utilized for the purposes of this Agreement.

### **Article VI PAYMENT**

#### **Section 601. RESERVED**

#### **Section 602. Relation to Prompt Payment Act.**

This Agreement is not a contract as defined under OMB Circular A-125, which implements the Prompt Payment Act of 1982 (31 U.S.C. Section 3901, et seq.). Accordingly, the Navy is not liable to the SFRA for interest on any untimely payments under this Agreement.

#### **Section 603. Direct Navy Payment of SFRA Obligations**

The Navy is not in privity with, and shall not directly pay any SFRA contractors, employees, vendors, or creditors for any costs incurred by the SFRA under this Agreement. The Navy assumes no liability for any of the SFRA's contractual obligations that may result from any SFRA performance of duties under this Agreement. The Navy assumes no liability hereunder for any SFRA contractual obligations to any third parties for any reason. The SFRA hereby agrees to defend and hold the Navy harmless from any such liabilities.

### **Article VII GENERAL PROVISIONS**

# **HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT**

## **Section 701. Term of Agreement**

Unless terminated under Section 1003 below, this Agreement shall remain in effect until Regulatory Closure within the ACES has been obtained. The requirements and provisions described in Subsections 701.a and 701.b below shall survive such termination, but only if the Agreement is not terminated as a result of the Navy's failure to provide the funds specified in Section 401 above:

a. SFRA requirements to perform applicable Long-Term Obligations.

b. The SFRA's and the Navy's obligations under Section 711 below (including the relevant provisions of Sections 101, 102, 301.A, 302, 703, 706, 707, and 801 cross-referenced in Section 711), and Section 715.

## **Section 702. Amendment of Agreement**

Only a written instrument signed by the parties hereto may amend this Agreement.

## **Section 703. Successors and Assigns**

All obligations and covenants made by the parties under this Agreement will bind and inure to the benefit of any successors and assigns of the respective parties, whether or not expressly assumed by such successors or assigns, and may not be assigned in whole or in part without the written consent of the other party.

## **Section 704. Entire Agreement**

This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings on this matter are superseded by this Agreement.

## **Section 705. Severability**

If any provision of this Agreement is held invalid, the remainder of the Agreement will continue in force and effect to the extent not inconsistent with such holding.

## **Section 706. Waiver of Breach**

No Party shall be deemed to have waived any material provision of this Agreement upon any event of breach by the other party, and no "course of conduct" shall be considered to be such a waiver, absent the waiver being documented in a mutually signed writing.

## **Section 707. Notices**

## HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT

Any notice, transmittal, approval, or other official communication made under this Agreement will be in writing and will be delivered by hand, facsimile transmission, electronic mail, or by mail to the other party at the address or facsimile transmission telephone number set forth below, or at such other address as may be later designated:

**With Regard to the Navy:**

Need to Add NAVFAC Bob Griffin

Director, Base Realignment and Closure Management Office  
Department of the Navy  
1455 Frazee Road, Suite 900  
San Diego, CA 92108

**With a copy to:**

**With Regard to the SFRA:**

San Francisco Redevelopment Agency  
One South Van Ness Avenue  
Fifth Floor  
San Francisco, CA 94103  
Attn: \_\_\_\_\_

**With a copy to:**

James Morales, General Counsel  
San Francisco Redevelopment Agency  
One South Van Ness Avenue  
Fifth Floor  
San Francisco, CA 94103

**With a copy to:**

Elaine Warren, Deputy City Attorney  
Office of City Attorney  
City of San Francisco City Hall  
Room 234  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102-4682

**With a copy to:**

## HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT

George R. Schlossberg, Esq.  
Kutak Rock LLP  
1101 Connecticut Avenue, N.W.  
Washington, D.C. 20036

### Section 708. Conflict of Interest

The SFRA shall ensure that its employees are prohibited from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others.

### Section 709. Access to and Retention of Records

The SFRA shall afford any authorized representative of the Navy, DOD, the Comptroller General, or other Federal Government agency access and the right to examine all SFRA records, books, papers, and documents related to the SFRA's performance under this Agreement and any additional records, book papers and documents that are otherwise required to be retained under this Agreement or the AOC. This includes all such records in automated forms ("Records") that are within the SFRA's custody or control, and that relate to its performance under this Agreement. This right of access excludes any attorney-client communications, attorney work product, or any other legally privileged documents. The SFRA shall retain required records intact in their original form, if not the original documents, or in another form if the Navy approves. Such approval shall not be unreasonably withheld. SFRA record retention requirements shall extend for at least three (3) years following the completion or the termination of this Agreement. The SFRA shall allow the Navy access to the SFRA's records during normal business hours. The Navy will give the SFRA seventy-two (72) hours prior notice of its intention to examine the SFRA's records, unless the Navy reasonably determines that more immediate entry is required by special circumstances. Any such entry shall not give rise to any claim or cause of action against the Navy by the SFRA or any officer, agent, employee, or contractor thereof.

### Section 710. Change of Circumstances

Each Party will promptly notify the other Party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect such Party's ability to perform this Agreement.

### Section 711. Liability and Indemnity, Waiver and Release

#### a. The SFRA's Obligations and Limited Waiver of Statutory Rights

(1) In consideration of the Navy's payment to the SFRA under Section 302 above, and the other applicable terms of this Agreement, the SFRA agrees that it shall, upon

## HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT

1 receipt of the payment of the grant award, indemnify and hold the Navy harmless for any of the  
2 following, provided, however the SFRA's indemnification obligations under this subparagraph  
3 (a)(1) shall in no event apply to NRCs or Special Exclusions except to the extent that the NRCs  
4 or Special Exclusions are adversely affected and aggravated by the negligent or wrongful actions  
5 of the SFRA, its contractors, or its successors in interest;

6  
7 (A) any claims incurred in responding to Environmental Conditions in  
8 the ACES and which are within the scope of Environmental Services; or address otherwise any  
9 Ineligible Work performed by or on behalf of the SFRA;

10  
11 (B) any claims for Regulatory Oversight Costs ;

12  
13 (C) all claims for personal injury or property damage to the extent  
14 caused by the SFRA or its contractors in the course of performing the Environmental Services;

15  
16 (D) all natural resource damage claims pursuant to 42 U.S.C. Section  
17 9607(a)(4)(C) pertaining to releases of hazardous substances, but only to the extent that such  
18 damages were caused, or contributed to, by the negligent or wrongful actions of the SFRA, its  
19 contractors or its successors in interest;

20  
21 (E) all costs arising from the performance of the  
22 Environmental Services which SFRA performs or causes to be performed;

23  
24 (F) all costs of additional remediation required on or within the  
25 ACES as a result of a change in land use from that upon which the initial remedial action  
26 selection decision was based when Regulatory Closure was completed;

27  
28 (G) all costs associated with the correction of any failure of any Navy-  
29 selected remedy implemented by the SFRA, but only to the extent such costs are directly  
30 attributable to the poor workmanship or negligence of the SFRA or its contractors in the  
31 performance of said implementation;

32  
33 (H) all costs arising from the correction of any failure of any remedy  
34 both selected and implemented by the SFRA; and

35  
36 (I) all costs arising from or associated with claims addressed in the  
37 Waiver, Release and Covenant Not to Sue provisions set forth in Section 711.A(6) below.

38  
39 (2) With regard to the ACES, the Parties agree that the SFRA has provided  
40 financial assurances reasonably acceptable by the Navy to meet the requirements of 42 U.S.C.  
41 Section 9620(h)(3)(C)(ii).

42  
43 (3) Except as otherwise expressly provided by this Agreement, this

## HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT

Agreement shall not be construed to limit, expand or otherwise affect any right that the SFRA may have, in the absence of this Agreement, to take legal action to require the Navy to act with respect to NRCs or Special Exclusions, or to seek damages resulting from the Navy's performance or failure to perform any actions with respect to NRCs or Special Exclusions. Except as otherwise expressly provided by this Agreement, this Agreement shall also not be construed to limit, expand or otherwise affect any right that the Navy may have, in the absence of this Agreement, to take legal action against the SFRA.

(4) Nothing in this Section creates rights of any kind in any person or entity other than the Navy and the SFRA.

(5) The SFRA and the Navy agree that the Environmental Services to be caused to be performed by the SFRA in accordance with the terms of this Agreement does not include any work relating to, nor is the SFRA responsible for indemnification of the Navy for any work related to, NRCs or Special Exclusions except to the extent that the NRCs or Special Exclusions are adversely affected and aggravated by the negligent or wrongful actions of the SFRA, its contractors, or its successors in interest.

(6) Waivers, Releases, and Covenants Not to Sue. In consideration of the Navy's payment to the SFRA under Section 302 above, and the other applicable terms of this Agreement and as an administrative settlement of past, present, and future claims or causes of action ("claims"), the SFRA, upon receipt of payment, waives, releases, and covenants not to sue or otherwise pursue any cost, claim or liability against the Government relating to:

(A) Any cleanup, response or corrective action associated with or as a result of environmental conditions in the ACES and within the scope of Environmental Services;

(B) Any consequential damages related to development delays caused by the Navy's performance of, or failure to perform, investigation or remediation activities with respect to NRCs or Special Exclusions; and

(C) Any cost of redeveloping, reconstructing, altering, repairing, or replacing any "initial" cap/cover or containment remedial action constructed pursuant to a CERCLA ROD except to the extent such disturbance or alteration is necessary to comply with the AOC as a result of potential or actual remedy failure or as a result of addressing Environmental Conditions other than those addressed by the cover, cap, or other environmental remedy. In no event shall SFRA be entitled to payment for claims, costs or damages for work or costs incurred pursuant to this Agreement for which it has already been paid pursuant to the Agreement.

(D) Any personal injury or property damage to the extent that it did not occur prior to the date of execution of this agreement by both parties.

## HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT

### Section 712. Liability and Insurance

a. The SFRA shall either self-insure, or carry and maintain general liability insurance, to afford protection with limits of liability in amounts not less than \$5,000,000.00 in the event of bodily injury or death to any number of persons in any one accident.

b. The SFRA will either self-insure or carry and maintain worker's compensation or similar insurance in the form and amounts required by law. If a worker's compensation or similar insurance policy is obtained, any such insurance policy will provide a waiver of subrogation of any claims against the Navy, its officers, agents, or employees. In no circumstances will the SFRA be entitled to assign to any third party rights of action that the SFRA may have against the Navy.

c. General Liability Policy Provisions: All general liability insurance which the SFRA carries or maintains, or causes to be carried or maintained, under this Section 712 will be in such form, for such amounts, for such periods of time and with such insurers as the Navy may reasonably approve. All policies issued for general liability insurance required by this Agreement will provide that no cancellation will be effective until at least thirty (30) days after the Navy receives written notice thereof. Any such policy shall also provide a waiver of subrogation of any claims against the Navy, and its officers, agents, or employees. In no circumstances will the SFRA be entitled to assign to a third party any rights of action which the SFRA may have against the Navy. The Navy acknowledges and accepts the SFRA's self-insurance coverage for general liability, worker's compensation, or for any similar coverage.

d. Delivery of Policies: The SFRA will provide the Navy with a certificate of insurance or statement of self insurance evidencing the insurance required for the SFRA. At least thirty (30) days before any such policy expires, the SFRA shall also deliver to the Navy a certificate of insurance evidencing each renewal policy covering the same risks.

e. Environmental Insurance Requirements. Prior to the conveyance of any portion of the ACES to SFRA, SFRA shall procure environmental insurance policies approved by the Navy, providing "cost cap" or "stop loss" coverage for cost overruns associated with implementing the work required by the CERCLA RODs and further providing pollution legal liability or similar coverage, to the extent available, for Environmental Conditions not addressed by the CERCLA RODs and for third party liability claims associated with Environmental Conditions. Any changes, amendments or modification to the environmental insurance policies must be approved by the Navy.

f. In the event that the SFRA remediation contractor is found to be in a "default" condition and the SFRA moves to hire a replacement contractor, the SFRA shall consult with the Navy prior to selecting a replacement contractor.

## HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT

### Section 713. Reports

To assure that the Navy will receive from the SFRA the appropriate documentation necessary for the Navy to execute the CERCLA covenant, the Navy may request that the SFRA provide additional information concerning the environmental condition of the ACES reasonably necessary to enable the Navy to execute the CERCLA covenant. As soon as possible after any such request is made, if the SFRA can reasonably obtain and release such information, the SFRA shall provide the Navy access to any documents containing such requested information. In any event, the SFRA agrees to provide the Navy such access within ten (10) business days of the Navy's information request.

### Section 714. Officials Not to Benefit

The SFRA acknowledges that no member or delegate to the United States Congress, or Resident Commissioner, shall be permitted to share in any part of this Agreement, or receive any benefit that may arise therefrom.

### Section 715. Representations

a. The Navy represents that:

- (1) it is fully authorized to enter into this Agreement;
- (2) the SFRA may rely on the data provided to the SFRA or its contractors by the Navy or the Navy's contractors for purposes of performing the Environmental Services and making any disclosures required under applicable law; and
- (3) the information provided to the SFRA by the Navy hereunder fairly and accurately represents the Navy's actual knowledge of the nature and extent of contamination within the ACES.

b. The SFRA represents that:

- (1) it is a local reuse organization approved by the City in accordance with Section 2824 (a) of the National Defense Authorization Act for Fiscal Year 1991 (Public Law 101-510), as amended, and is fully authorized to enter into this Agreement; and,
- (2) it enters into this Agreement cognizant of the requirements and prohibitions set forth in the Anti-Deficiency Act, and,
- (3) any provision of this Agreement that states or implies that the Navy will reimburse the SFRA for any costs incurred, or that the Navy will perform any actions with respect to NRCs or Special Exclusions, are wholly subject to the Anti-Deficiency Act.

# **HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT**

## **Section 716. Excess Funds**

Funds, as provided for in Section 401 and Section 502 above, are only to be expended for the purposes for which they were provided for under the terms of this Agreement. In accordance with the procedures outlined in 32 CFR 33.50, any funds paid to the SFRA that remain unencumbered for allowable costs, after all regulatory approvals have been obtained and the CERCLA warranty has been issued by the Navy, are funds which may be determined to be excess by the Navy and not authorized to be retained by the SFRA and upon written demand by the Navy, the SFRA must immediately refund to the Navy those excess funds.

## **A r t i c l e   V I I I** **APPLICABLE LAWS AND REGULATIONS**

### **Section 801. Applicable Law**

This Agreement is entered into incident to the implementation of a Federal program. Accordingly, as it may affect the rights, remedies, and obligations of the United States, this Agreement will be governed exclusively by, and be construed only in accordance with Federal law.

### **Section 802. Governing Regulations**

This Agreement shall be enforced and interpreted in accordance with the Federal laws and regulations, directives, circulars, or other guidance cited in this Agreement. This Agreement will be administered according to the following authorities: DoD Directive 3210.6; the Uniform Administrative Requirements for Grants and Cooperative Agreements; other applicable portions of Title 32 of the Code of Federal Regulations, and pertinent OMB Circulars. If the provisions of this Agreement conflict with any such authorities, those authorities will govern.

### **Section 803. Environmental Protection**

Each Party agrees that its performance under this Agreement shall comply with all applicable state, Federal and local environmental laws and regulations.

## **A r t i c l e   I X** **PROCUREMENT**

### **Section 901. SFRA Contracts**

The SFRA's acquisition of goods and services to perform this Agreement will comply with the instructions and procedures contained in 32 CFR Section 33.36(b)(1) through (12).

## **HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT**

The SFRA must not contract with any party that is debarred, suspended, or otherwise excluded from, or ineligible for, participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension," and applicable DOD regulations thereunder.

### **Section 902. Preference for Local Residents**

a. Preference is allowed in entering into contracts with private entities for services to be performed at a military installation that is affected by closure or alignment under a base closure law. The Secretary of Defense may give preference, consistent with Federal, State, and local laws and regulations, to entities that plan to hire, to the maximum extent practicable, residents of the vicinity of such military installation to perform such contracts. Contracts for which the preference may be given include contracts to carry out environmental restoration activities or construction work at such military installations. Any such preference may be given for a contract only if the services to be performed under the contract at the military installation concerned can be carried out in a manner that is consistent with all other actions at the installation that the Secretary is legally required to undertake.

b. Definition. In this section, the term "base closure law" means the following:

(1) The provisions of title II of the Defense Authorization Amendments and Base Closure and Realignment Act (Public Law 100-526; 10 U.S.C. 2687 note).

(2) The Defense Base Closure and Realignment Act of 1990, as amended (part A of title XXIX of Public Law 101-510; 10 U.S.C. 2687 note).

c. Applicability - Any preference given under subsection (a) shall apply only to contracts entered into after the base closure law was enacted.

## **A r t i c l e   X**

### **TERMINATION, ENFORCEMENT, CLAIM AND DISPUTE RESOLUTION**

#### **Section 1001. Dispute Resolution**

a. Except as otherwise provided in this Agreement, these dispute resolution provisions are the sole recourse of any Party with respect to disputes and the enforcement of any terms of this Agreement.

b. A dispute shall be considered to have arisen when one Party sends the other Party written notice of such dispute. Such written notice will include, to the extent available, all of the following information: the amount of monetary relief claimed or the nature of other relief requested; the basis for such relief, and; any documents or other evidence pertinent to the claim.

## HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT

c. If a dispute arises under this Agreement, the Parties agree to attempt to resolve the dispute at the staff level. The Parties shall confer at the staff level within fifteen (15) days after a notice of dispute is received. Should staff-level discussions not resolve the dispute within such fifteen (15) day period (or longer, if agreed to by the Parties), the Parties agree to elevate the dispute to designated mid-level management. Mid-level management shall then attempt to resolve the dispute within thirty (30) days (or longer, if agreed to by the Parties) after receiving the dispute. If Mid-level management cannot timely resolve the dispute, the Parties agree to then raise the issue with their respective senior-level management. Senior -level management shall then attempt to resolve the dispute within thirty (30) days (or longer, if agreed to by the Parties) after receiving the dispute. Each Party shall have the discretion to determine the person(s) to represent it at any meeting convened under this section.

d. If the dispute cannot be resolved after exhausting the remedies under Section 1001c. above, the dispute shall be appealed to the Director of the Base Realignment and Closure Office at the address indicated in Section 707 above. Such appeal must be written, and contain all of the documentation and arguments necessary for a decision. The Director shall render a decision in a timely manner. If the SFRA disagrees with the Director's decision, the SFRA may, by providing notice to the other Party, pursue whatever remedies that the SFRA may have available at law or in equity.

e.

### Section 1002. Enforcement

Either party may enforce this Agreement according to its terms. Without limiting either party's enforcement rights, in accordance with the terms of 32 CFR Section 33.43, Enforcement, for noncompliance of Grantee or subgrantee shall include:

a. Temporarily withholding cash payments pending correction of the deficiency by the SFRA or Sub-grantee or more severe enforcement action by the awarding agency;

b. Disallowing (denying both use of funds and matching credit for) all or part of the cost of the activity or action that is not in compliance;

c. Wholly or partly suspending or terminating the current award for the SFRA's or the Sub-grantee's program. Any award termination will be conducted under Section 1003 below.

d. Withholding further awards under this Agreement; and

e. Taking other remedies that may be legally available.

### Section 1003. Termination

## HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT

1  
2           a.       This Agreement may terminate by its own terms under Section 701 above, or by a  
3 party under this Section 1003.

4  
5           b.       Reserved.

6  
7           c.       Reserved.

8  
9           d.       If a Party materially breaches this Agreement, the non-breaching party, to  
10 preserve its right to terminate, must provide the breaching party with a notice of intent to  
11 terminate. The breaching party shall have thirty (30) days to cure the breach, unless a longer  
12 period is agreed upon, in writing, by the parties. If the breaching party fails to cure the breach  
13 within the thirty (30) day (or longer, if agreed upon) period, then the non-breaching party may, in  
14 its discretion, terminate this Agreement no sooner than sixty (60) days after the cure period has  
15 expired. The existence of a material breach shall be finally determined under the dispute  
16 resolution procedures specified in Section 1001 above. Notwithstanding anything to the contrary  
17 in this Section 1003.d, the breaching party shall have ten (10) days to cure a breach that arises  
18 from any failure to make a required payment under this Agreement.

19  
20           e.       If this Agreement is terminated for reasons other than those set forth in Section  
21 701 above, the SFRA shall immediately:

22  
23                   (1)       Stop work;

24  
25                   (2)       Place no further subcontracts or orders (referred to as subcontracts in this  
26 clause) for materials, services, or facilities;

27  
28                   (3)       Terminate all subcontracts;

29  
30                   (4)       With approval or ratification to the extent required by the Navy, settle all  
31 outstanding liabilities and termination settlement proposals arising from the termination of any  
32 subcontracts; any such approval or ratification will be final;

33  
34                   (5)       Take any action that may be necessary to protect human health or the  
35 environment against imminent and substantial endangerment thereto, or to protect and preserve  
36 any Navy-owned property at the ACES, as the Navy Grants Officer may direct; and

37  
38                   (6)       Return or cause to be returned to the Navy any funds held by the SFRA  
39 or the independent third party payee not otherwise committed for allowable costs  
40 of payment for Environmental Services performed in accordance with this Agreement.

41  
42           The SFRA agrees to insert such provisions in its contracts, and to require that such  
43 provisions be placed in any subsequent subcontracts between the SFRA's contractors and their

## HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE AGREEMENT

subcontractors, so as to effect the provisions above.

f. If this Agreement is terminated under this Section 1003, the status of the parties with respect to Environmental Conditions at the ACES shall revert to the status that existed immediately preceding the effective date of this Agreement.

g. A party's right to terminate, and any determination of funds available for reimbursement, under this Section 1003 shall be subject to the dispute resolution procedures in Section 1001 above.

### **Section 1004. Effects of Suspension and Termination**

a. Except for allowable costs in accordance with 32 CFR Section 33.22 and the applicable OMB Circulars, any costs to the SFRA resulting from obligations incurred by the SFRA during a suspension, or after termination of payments, are not allowable unless the Navy expressly authorizes them in the notice of suspension or termination, or subsequently authorizes such costs. Any other SFRA costs incurred during suspension or after termination which are necessary and not reasonably avoidable are allowable only if:

(1) the costs result from obligations which were properly incurred by the SFRA before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, cannot be cancelled; and

(2) the costs would be allowable if the Agreement were not otherwise suspended or expired at the end of the funding period in which the termination takes effect.

b. The enforcement remedies specified in this section do not relieve the SFRA or its subcontractors from compliance with 32 CFR Section 33.35, Subpart C, or 32 CFR Part 25, including the restrictions on entering into a covered transaction with any party which is debarred, suspended, or is otherwise excluded from, or ineligible for participation in, Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

## **Article XI LEGAL AUTHORITY**

### **Section 1101. Legal Authority**

The parties hereby represent and warrant that they are under no existing or reasonably foreseeable legal disabilities that would prevent or hinder them from fulfilling the terms and conditions of this Agreement. The parties will promptly notify each other of any legal impediment that arises during the term of this Agreement that may prevent or hinder the party's abilities to perform its duties under this Agreement.

**HUNTERS POINT NAVAL SHIPYARD EARLY TRANSFER COOPERATIVE  
AGREEMENT**

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties to this Agreement, by their authorized representatives, hereby cause this Agreement to be executed.

**SAN FRANCISCO REDEVELOPMENT AGENCY**

By: \_\_\_\_\_

NAME:

TITLE:           Director

Dated: \_\_\_\_\_

**THE UNITED STATES OF AMERICA**

By: \_\_\_\_\_

Mr. Robert Griffin

Assistant Commander for Acquisition, Naval Facilities  
Engineering Command

Dated: \_\_\_\_\_

## APPENDIX 9

### Technical Specifications and Requirements Statement

#### **1.0. INTRODUCTION**

In accordance with the terms of the Early Transfer Cooperative Agreement (ETCA), this Technical Specifications and Requirements Statement (TSRS) provides the U.S. Department of the Navy's (Navy) general specifications for the San Francisco Redevelopment Agency (SFRA) regarding the scope of remediation activities that comprise the Environmental Services as defined in the ETCA. If there is any conflict between the provisions of the TSRS on the one hand, and the provisions of the main body of the ETCA, Remedial Design reports, and/or CERCLA RODs on the other, the terms of the main body of the ETCA, Remedial Design reports, and/or CERCLA RODs shall govern.

The Navy and SFRA intend to complete an early transfer of the ACES pursuant to Section 120(h)(3)(C) of CERCLA in order to facilitate redevelopment of the property. SFRA's responsibilities for the ACES are described in the ETCA and specific remedial actions are summarized in the remedial activities table (see Table 1). Table 1 lists those environmental sites of the ACES requiring remediation by SFRA and generally describes the activities to be accomplished for each site. Activities described in Table 1 may be modified by SFRA pursuant to the ETCA, with the exception of ESDs or ROD amendments, which amendments shall be addressed in accordance with Section 301(a) of the ETCA, as long as said modifications do not affect SFRA's ability to achieve Regulatory Closure. Activities described in Table 1 will be undertaken in conjunction with redevelopment activities where the opportunity exists.

The SFRA shall complete Environmental Services for Environmental Conditions that are necessary to (1) comply with the CERCLA Records of Decision (ROD) and applicable Remedial Design Package reports (including Design Basis Report, Remedial Action Monitoring Plan [RAMP], Land Use Control Remedial Design [LUC RD], and Operation and Maintenance [O&M] Plan) and Remedial Action Work Plan (RAWP) reports, (2) address AOC requirements between SFRA and the Environmental Regulatory Agencies, (3) achieve Regulatory Closure throughout the ACES, and (4) comply with Long-term Obligations.

#### **2.0. TECHNICAL SPECIFICATIONS AND REQUIREMENTS**

The major components of the remediation activities that comprise the Environmental Services are outlined below:

1. Project management;

2. Remedial action work plan;
3. Remedy implementation;
4. Environmental insurance;
5. Remedial Action Completion Report and Regulatory Closure documentation;
6. Public involvement; and,
7. Submittal of documents and achievement of project schedule.

SFRA shall provide the necessary qualified and licensed personnel, equipment, and resources to successfully execute the Environmental Services. Project activities and responsibilities are outlined in the following sections and additional details on project activities listed below are included in Section 3.0 of this TSRS. The following Sections more fully specify the scope of the activities that comprise the Environmental Services that SFRA will conduct under the ETCA on behalf of the Navy.

## **2.1. Project Management**

The complexity, magnitude, and unique nature of the cleanup at the ACES requires management and coordination of project activities to ensure that: (1) stakeholders are kept informed of the project status; (2) existing or potential problems are addressed; and (3) any changes that may be required to prudently manage the project are addressed. Project stakeholders include the Department of the Navy Base Realignment and Closure (BRAC) Program Management Office (PMO), Naval Facilities Engineering Command (NAVFAC), the Environmental Regulatory Agencies, SFRA, and Lennar Urban. To ensure that the requirements of the AOC, CERCLA, and the NCP are being met, the Navy may consult with SFRA, including review, comment, and/or concurrence on documents as set forth in Table 2. For documents requiring concurrence, the Navy shall have the right to review and approve the document before such documents are submitted to the Environmental Regulators.

SFRA shall maintain a project document repository, as well as provide copies to the Navy for the Navy's maintenance of the Administrative Record files as required by CERCLA, the NCP, and other applicable laws and regulations. SFRA shall be required to include the draft and final RAWP documents and related review comments, responses to comments, technical support documents, etc in a project repository as per Section 3.2 of this TSRS and also provide copies to the Navy for inclusion by the Navy in the Navy's CERCLA restoration post-decision record file. SFRA shall also be required to provide copies of documents to the Navy that it develops and that the Navy relies upon for ROD amendments or ESDs (see Section 300.825(a)(1) of the NCP) and 5-Year Reviews for the years 2013 and 2018. Documents provided to the Navy for inclusion in the Navy's CERCLA restoration post-decision record file shall meet the requirements listed in Attachment 1.

SFRA shall also prepare and submit periodic progress reports (as defined in Section 3.1) to the Navy that document technical progress to date, depict upcoming work, and describe any technical issues confronted with successful or proposed solutions. Finally, SFRA shall hold

conference calls, as defined in Section 3.3, with the Navy representative on an as-needed basis as reasonably determined by the Navy to discuss the progress of the cleanup of the ACES and the status of ongoing documents and reports being reviewed by the Navy representative. The Navy representative shall be the BRAC Environmental Coordinator, or designated successor. Additional details on project management responsibilities are included in Sections 3.1 through 3.3 of this TSRS.

## **2.2. Remedial Action Work Plans**

SFRA shall prepare the RAWPs as required under the AOC to provide for the construction of the remedy as set forth in design plans and specifications in the approved final remedial design documents (“Final Remedial Design Package Parcel B, Excluding IR Sites 7 and 18” [ChaduxTt, date TBD], and “Final Remedial Design Package Parcel G” [ChaduxTt, date TBD]). SFRA shall submit draft and draft final RAWPs to the Navy for review and comment in accordance with Table 2. The RAWPs may also include any revisions to the approved final remedial designs to address modifications desired by SFRA to support redevelopment. Any revisions to the remedial designs must still meet the requirements of the CERCLA RODs and the AOC.

## **2.3. Remedy Implementation**

SFRA shall use funds provided under the ETCA to conduct the remedy implementation tasks outlined in the RODs and ensure that all remedial actions are performed in accordance with the terms of the ROD, RD, RAWP, AOC, CERCLA, the NCP and in support of the reuse specified in the reuse plan prepared by SFRA (the “1997 Reuse Plan”). If SFRA plans to amend the 1997 Reuse Plan, it shall notify the Navy representative before proceeding with any of its associated obligations under the ETCA with respect to such amendment.

SFRA shall be responsible for developing documents associated with the remedial actions to achieve Regulatory Closure.

The Navy has followed the CERCLA process in the prior characterization of environmental conditions, analysis of remedial action alternatives, and selection of the remedy. Site characterization data are available in various reports referenced in Appendix A herein and in the Administrative Record files. The site characterization data have been used to select the remediation components and the site-specific activities summarized in the remedial activities required by the CERCLA RODs and are summarized in Table 1. The remedial actions, including institutional controls, for the ACES will comply with the AOC, CERCLA, the NCP, and other applicable state and federal laws and regulations and shall be protective of human health and the environment. The CERCLA RODs and the AOC set forth the specific components of the remedy to be implemented at the ACES. Those remedial components are summarized below:

### **2.3.1. Soil Vapor Extraction (SVE) System Expansion and Operation**

SFRA shall expand and operate the SVE system inside Building 123 as described in the “Final Remedial Design Package for Parcel B, Excluding IR Sites 7 and 18” (ChaduxTt, date TBD). SFRA shall decommission the SVE system after approval from the Environmental Regulatory Agencies. Details on operation of the SVE system including monitoring, reporting, and O&M activities are contained in the “Final Remedial Design Package for Parcel B, Excluding IR Sites 7 and 18” (ChaduxTt, date TBD). The SVE system shall be operated until the remedial action objectives specified in the Parcel B ROD, Remedial Design Package, and RAWP have been met. The SFRA shall submit a RACR and obtain regulatory closure for this action in accordance with the AOC (See Section 2.5).

### **2.3.2. Groundwater Remediation**

SFRA shall inject polylactate at the IR Site 10 VOC plume for source control and to enhance natural attenuation. Injection and monitoring of the natural attenuation will be conducted in accordance with requirements and procedures specified in the Remedial Design Package and the RAWP. Details on the extent of the IR Site 10 VOC plume as well as information on monitoring and reporting are included in the “Final Remedial Design Package for Parcel B, Excluding IR Sites 7 and 18” (ChaduxTt, date TBD). SFRA shall conduct groundwater remediation until the remedial action goals for groundwater as presented in the approved CERCLA RODs and the RAMPs contained in “Final Remedial Design Package Parcel B, Excluding IR Sites 7 and 18” (ChaduxTt, date TBD), and “Final Remedial Design Package Parcel G” (ChaduxTt, date TBD). The SFRA shall submit a RACR and obtain regulatory closure for this action in accordance with the AOC (See Section 2.5).

### **2.3.3. Covers over Soil**

SFRA shall construct a durable cover over the ACES that (1) meets the specifications of the “Final Remedial Design Package Parcel B, Excluding IR Sites 7 and 18” (ChaduxTt, date TBD), and “Final Remedial Design Package Parcel G” (ChaduxTt, date TBD), and (2) meets the requirements of San Francisco Department of Public Works or the San Francisco Department of Building Inspection codes, and (3) fulfills the requirements of the AOC. The SFRA shall submit a RACR and obtain regulatory closure for this action in accordance with the AOC (See Section 2.5). Regulatory Closure for covers must be achieved no later than 7 years after the date of execution of the ETCA.

### **2.3.4. Shoreline Revetment**

SFRA shall construct a shoreline revetment for certain portions of the shoreline at Parcel B to prevent erosion and migration of underlying soil and sediment into San Francisco Bay. An example of an acceptable revetment design is presented in the “Final Remedial Design Package for Parcel B, Excluding IR Sites 7 and 18” (ChaduxTt, date TBD). The shoreline revetment shall: meet the specifications of the “Final Remedial Design Package Parcel B, Excluding IR

Sites 7 and 18” (ChaduxTt, date TBD), or otherwise be approved by the Environmental Regulatory Agencies. The SFRA shall submit a RACR and obtain regulatory closure for this action in accordance with the AOC (See Section 2.5). Regulatory Closure for shoreline revetment must be achieved no later than 7 years after the date of execution of the ETCA.

### **2.3.5. Soil Vapor Intrusion Mitigation**

SFRA shall design and implement engineering controls to prevent exposure to VOCs in soil gas that may accumulate within existing or future enclosed structures at concentrations that would pose unacceptable risk via inhalation of indoor vapors, based on the planned reuse. The Navy has established an initial ARIC for VOC vapors based on soil gas surveys conducted prior to redevelopment. The initial ARIC is documented in the technical memorandum summarizing the results of the soil gas surveys to be prepared by the Navy following completion of the surveys and submitted to the Environmental Regulatory Agencies for review, comment, and approval (Reference TBD). Design goals are presented in the “Final Remedial Design Package Parcel B, Excluding IR Sites 7 and 18”, (ChaduxTt, date TBD) and “Final Remedial Design Package Parcel G” (ChaduxTt, date TBD).

Vapor mitigation shall meet the remedial action objectives stated in the AOC, “Final Remedial Design Package Parcel B, Excluding IR Sites 7 and 18” (ChaduxTt, date TBD), “Final Remedial Design Package Parcel G” (ChaduxTt, date TBD), and the requirements for vapor mitigation in “Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air, Interim Final” dated December 15, 2004, and revised on February 7, 2005. The SFRA shall submit a RACR and obtain regulatory closure for this action in accordance with the AOC (See Section 2.5).

Any proposed construction of enclosed structures within the Parcel B VOC ARIC must be approved by the FFA signatories prior to construction. The reduction in any VOC vapor risk can be achieved through engineering controls or other design alternatives that meet the specifications set forth in the “Final Remedial Design Package Parcel B, Excluding IR Sites 7 and 18” (ChaduxTt, date TBD), “Final Remedial Design Package Parcel G” (ChaduxTt, date TBD) and Remedial Action Work Plan. Enclosed structures within the Parcel B ARIC shall not be occupied until the Owner has requested and obtained necessary approvals that any necessary engineering controls or design alternatives have been properly constructed and that VOC vapor risk level is acceptable.

### **2.3.6. Long-term Groundwater Monitoring**

SFRA shall monitor elevations of and chemical concentrations in groundwater according to the requirements in the RAMPs that are included in “Final Remedial Design Package Parcel B, Excluding IR Sites 7 and 18” (ChaduxTt, date TBD), and “Final Remedial Design Package Parcel G” (ChaduxTt, date TBD). Groundwater monitoring shall meet the remedial action objectives stated in the AOC, “Final Remedial Design Package Parcel B, Excluding IR Sites 7

and 18” (ChaduxTt, date TBD), and “Final Remedial Design Package Parcel G” (ChaduxTt, date TBD). Long term groundwater monitoring shall continue until such time as the regulatory agencies have issued regulatory closure for groundwater conditions (See Section 2.5).

#### **2.3.7. Five-year Reviews**

SFRA shall prepare five-year review reports beginning with year 2023 and submit them to the Navy for review and approval in accordance with Table 2 and then to EPA for review and comment. Reports shall be similar to previous five-year review reports for HPNS and consistent with EPA guidance. The Navy will prepare the five-year review reports for 2013 and 2018 and submit them to EPA for review and comment.

#### **2.3.8. Implementation of Institutional Controls and other Long-Term Obligations**

SFRA shall implement the institutional control requirements of the LUC RDs that are included in the “Final Remedial Design Package Parcel B, Excluding IR Sites 7 and 18” (ChaduxTt, date TBD), “Final Remedial Design Package Parcel G” (ChaduxTt, date TBD), and CRUP(s) and Deed(s) that are signed and recorded at the time of transfer of title. SFRA shall ensure controls remain in place and shall monitor implementation of corrective actions for violations. Details are contained in the LUC RD documents that are included in “Final Remedial Design Package Parcel B, Excluding IR Sites 7 and 18” (ChaduxTt, date TBD), and “Final Remedial Design Package Parcel G” (ChaduxTt, date TBD).

SFRA shall ensure compliance with the requirements of the O&M plans that are included in the “Final Remedial Design Package Parcel B, Excluding IR Sites 7 and 18” (ChaduxTt, date TBD), and “Final Remedial Design Package Parcel G” (ChaduxTt, date TBD), as well as revisions to the O&M plans that may be made and approved by the Environmental Regulatory Agencies pursuant to the AOC to reflect the remedy as actually constructed. .

**2.4. (Reserved. (NOTE: *procuring the insurance policies is not part of the scope of work; it is requirement of the ETCA and the ETCA can speak for itself – it provides for Navy approval of the policies.*)**

#### **2.5. Remedial Action Completion Report (RACR) and Regulatory Closure Documentation**

SFRA shall submit to the Navy, for review and comment in accordance with Table 2, RACRs and Certification of Completion of Remedial Action issued pursuant to the AOC for the ACES in accordance with requirements of the AOC. As set forth Section 208 of the ETCA, the term “Regulatory Closure” means Environmental Regulatory Agency approval, by issuance of one or more Certifications of Completion of Remedial Action for CERCLA response actions that collectively address the entire ACES, pursuant to the procedures set forth in the AOC and to the extent the Environmental Services include activities not covered by the AOC, written

Environmental Regulatory Agency approval that no further action is required for that condition. Receipt of the Certificate of Completion will document the Environmental Regulatory Agencies' written confirmation of Regulatory Closure.

## **2.6. Public Involvement**

Public involvement is required to obtain community input and maintain community understanding and support for the cleanup actions on the ACES. SFRA shall be responsible for notification to, involvement with, and solicitation of input from the public as required by the AOC, CERCLA, and the NCP, in coordination with the Environmental Regulatory Agencies and the Navy. The Navy will continue to be involved with other property on HPNS not affected by this early transfer and will require coordination of public involvement activities. SFRA will provide to the Navy, in timely fashion, pertinent information regarding its public involvement activities associated with the cleanup actions at the ACES, in order for the Navy to meet its site-wide community relations requirements under the Community Involvement Plan, CERCLA, and the NCP.

SFRA shall provide the Navy with two paper copies and one electronic copy of all documents that are submitted to the Environmental Regulatory Agencies and other parties for inclusion by the Navy in the Navy's CERCLA restoration post-decision record file. Documents provided to the Navy for inclusion in the Navy's CERCLA restoration post-decision record files shall meet the requirements listed in Attachment 1.

## **2.7. Submittal of Documents and Achievement of Project Schedule**

SFRA shall submit all documents required under the AOC to be approved by the Environmental Regulatory Agencies to the Navy in accordance with Navy Review Roles as set forth in Table 2.

SFRA shall provide the Navy representative with two paper copies and one electronic copy of all documents and reports required under the ETCA to be provided to the Navy, including electronic copies of all geographic information system (GIS) data. The Navy representative will be responsible for reviewing documents and reports submitted to the Navy in a timely manner to support the project schedule, concurrent with regulatory review and schedules. The Navy representative reserves the right to obtain professional assistance, at its own cost, to review documents and reports that SFRA submits to the Navy.

For documents submitted to the Navy for review in accordance with Table 2, if the Navy has comments or concerns, the Navy will notify SFRA within a reasonable time period, and discuss the concerns and comments with SFRA. SFRA shall provide documents to the Navy in a time and manner that will afford the Navy sufficient time for review and comment, or for approval, as set forth above and as reflected in Table 2, before the documents are submitted to the appropriate Environmental Regulatory Agency. The appropriate "sufficient time" shall be assessed on a case-by-case basis in consideration of the nature and volume of the documents provided for

Navy review. To the extent the Navy does not concur or approve of a document for which its concurrence or approval is required in accordance with Table 2, the Navy shall state in detail in writing its reasons for its nonconcurrence or disapproval. The Navy's review of the documents and reports not listed on Table 2 will be limited to the following scope:

- To ensure consistency with the ETCA and CRUPs
- To ensure consistency with CERCLA, the NCP, and any requirements applicable to non-CERCLA environmental issues
- To ensure that ETCA funds that have been or will be spent are in compliance with the scope as defined in Section 101 of the ETCA

In addition, if the Navy representative deems it necessary, the Navy representative may access the ACES for purposes of on-site quality assurance and verification of remediation performance in accordance with the ETCA and deed covenant.

### **3.0. ADDITIONAL INFORMATION**

#### **3.1. Project Progress Reports**

SFRA shall submit project performance and financial reports to the Navy in accordance with Sections 301(f)(2) and (3) of the ETCA. Reports shall be in a format and contain information to enable the Navy to verify SFRA's compliance with the ETCA. Progress reports required to be submitted to the Environmental Insurer and EPA under the AOC shall be deemed adequate for purposes of progress reports required to be provided to the Navy under this Section 3.1.

#### **3.2. Project Repository**

SFRA shall maintain a project repository for the ACES environmental services at an easily accessible location that is open to the public near HPNS for project-related environmental remediation information generated after property transfer to SFRA.

#### **3.3. Conference Calls and Briefings**

SFRA shall brief the Navy representative on an as-needed basis but in no instance more often than monthly on the status of the remediation activities at the ACES or other concerns regarding progress reports or other reports developed during the performance of the environmental services. Briefings will be conducted by means of conference calls that SFRA shall arrange as reasonably requested by the Navy.

### **Tables**

- 1 Remedial Activities Required by the CERCLA RODs
- 2 Document Matrix Identifying Navy Review Roles

Appendix

A Applicable and Relevant Environmental Documents

Attachment

- 1 Environmental Work Instruction EVR.4, Implementing and Maintaining the CERCLA Administrative Record and Compendium at NAVFAC Southwest
- 2 Environmental Insurance Policies

TABLE 1  
REMEDIAL ACTIVITIES REQUIRED BY THE CERCLA RODS

Parcel	Remedial Action	Description
B	Soil Vapor Extraction	Operate SVE system at Building 123
B	Groundwater Treatment	Inject polylactate at IR Site 10 VOC plume
B and G	Covers	Install covers over all areas; various cover types (soil, asphalt, buildings, etc)
B	Shoreline Revetment	Construct revetment
B and G	Control of Soil Gas	Install and maintain vapor mitigation systems
B and G	Long-Term Obligations	Monitor groundwater in accordance with the RAMPs
		Conduct O&M activities in accordance with the O&M plans
		Implement and enforce ICs in accordance with the LUC RDs
		Prepare and submit 5-year review reports

Notes:

1 Area requiring institutional controls for mitigation of VOC vapors will be refined based on the results of soil gas surveys.

IC Institutional control  
 IR Installation Restoration  
 LUC RD Land use control remedial design  
 O&M Operation and maintenance  
 RAMP Remedial action monitoring plan  
 SVE Soil vapor extraction  
 VOC Volatile organic compound

Refer to the “Final Remedial Design Package Parcel B, Excluding IR Sites 7 and 18” (ChaduxTt, date TBD), and “Final Remedial Design Package Parcel G” (ChaduxTt, date TBD) for the specific locations of these areas and for the RAMPs, LUC RDs, and O&M plans.

Table 2

## DOCUMENT MATRIX IDENTIFYING NAVY REVIEW ROLES

The following table identifies documents that must be prepared by the SFRA in accordance with the ETCA and AOC and submitted to the Navy and identifies the Navy's role in reviewing them.

<b>1. Information Only</b>
a. AOC correspondence / documents
b. Public fact sheets
c. Reuse Plan updates
d. Notices of Force Majeure and related documents required by the AOC
e. Statements of Position and other documents submitted by SFRA/Lennar during dispute resolution under the AOC
f. Notices of Noncompliance and Stop Work, Findings of Default issued under the AOC
g. Health and safety plans submitted in conjunction with RAWPs
h. Long-term groundwater monitoring reports
i. Public involvement / community management plans
j. Waste management plans
k. Any other documents for which the AOC specifies that the Navy must be consulted and not otherwise included in category 2 or 3 below
<b>2. Review and Comment</b>
a. Soil vapor extraction system reports (monitoring, O&M activities, etc)
b.
c. Amended PCAPs
e. Periodic progress reports and schedules including reports in the ETCA and AOC (as provided to the EI underwriter)
f. Annual IC Compliance Monitoring Reports
h. O&M plans
j. RACRs (and interim RACRs related to long-term obligations)
k. Reports, other than those referenced in 2.f. above, related to long-term obligations (O&M inspection reports, etc)
p. Certification of Completion of Remedial Action

<b>3. Review and Concurrence/Approval</b>
a.
b. Risk management plans and amendments (to the extent such amendments result in a fundamental change to the risk management plan(s))
c. RAWPs, including alternate cover designs (pre- and post-remediation), shoreline revetment designs, and vapor mitigation system designs
e. Soil vapor memorandum to adjust the size of the ARIC for VOC vapors
f. Five-year review reports (beginning with year 2023)
g.
h. Review and approval to the extent such review and approval is expressly required in the LUC RDs, RMPs, Covenants to Restrict Use of Property (CRUP), and/or Deeds

AOC	Administrative Order on Consent
ARIC	Area requiring institutional controls
EI	Environmental insurance
ETCA	Early transfer cooperative agreement
IC	Institutional control
LUC RD	Land use control remedial design
O&M	Operation and maintenance
PCAP	Petroleum corrective action plan
RACR	Remedial action completion report
RAWP	Remedial action work plan
SFRA	San Francisco Redevelopment Agency
VOC	Volatile organic compound

Explanation of Categories:

“Information Only” means the Navy receives the document in its final form and does not receive draft or draft final versions. The Navy will not provide comments on these documents.

“Review and Comment” means the Navy receives draft, draft final, and final (to the extent such versions are required by CERCLA or voluntarily produced by SFRA if not required) versions of the document and may provide comments for SFRA and Environmental Regulatory Agency consideration.

“Review and Concurrence/Approval” means the Navy receives draft, draft final, and final versions (to the extent such versions are required by CERCLA or voluntarily produced by SFRA if not required) of the document. The Navy shall provide comments and the Navy and SFRA

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must reach agreement on the resolution of Navy's comments before the document is finalized and the Navy must concur upon the final document.

APPENDIX A  
APPLICABLE AND RELEVANT DOCUMENTS

The Navy believes that documentation provided with this TSRS represents the most recent and appropriate documentation available for Hunters Point Naval Shipyard and the sites identified in this TSRS. However, if there is a conflict between this information and other site documentation (the existing reports), SFRA is solely responsible for reviewing all available information and forming its independent, professional conclusions and interpretations of site conditions and requirements to meet the objectives of the ETCA. This information is not intended as a substitute for complete analysis of technical data available, nor is it intended to be a guide on how SFRA should address achievement of the performance objectives/standards.

Specific documents may be made available following a request to the Navy, if the documentation can be distributed in a timely manner. Electronic format is not guaranteed.

<b>Applicable and Relevant Documents</b>		
<b>Title</b>	<b>Author</b>	<b>Date</b>
Technical memorandum reporting results of soil gas surveys and delineating the areas requiring institutional controls for VOC vapors	Sealaska	10/10?
Draft Final Remedial Design Package, Parcel B, Excluding Installation Restoration Sites 7 and 18, Hunters Point Shipyard, San Francisco, California	ChaduxTt	7/30/10
Draft Work Plan for Soil Vapor Intrusion Survey, Parcels B, D-1, G, and UC-2, Hunters Point Shipyard, San Francisco, California	Sealaska	7/10
Remedial Action Work Plan for Installation Restoration Sites 07 and 18 at Parcel B; Soil Hotspot Locations at Parcels B, D-1, and G; and Soil Stockpiles at Parcels D-1 and G, Hunters Point Shipyard, San Francisco, California	ERRG	7/10
Draft Final Remedial Design Package, Parcel G, Hunters Point Shipyard, San Francisco, California	ChaduxTt	6/8/10
Final Memorandum, Approach for Developing Soil Gas Action Levels for Vapor Intrusion Exposure at	ChaduxTt	4/30/10

<b>Applicable and Relevant Documents</b>		
<b>Title</b>	<b>Author</b>	<b>Date</b>
Hunters Point Shipyard, San Francisco, California		
Final Parcels D-1 and G Groundwater Treatability Study Technical Report, IR-09, IR-33, and IR-71, Hunters Point Shipyard, San Francisco, California	Alliance Compliance	3/10
Final Remedial Design Package, Installation Restoration Sites 7 and 18, Parcel B, Hunters Point Shipyard, San Francisco, California	ChaduxTt	1/8/10
Draft Petroleum Hydrocarbon Site Closure Report, Parcels D-1, D-2, and G (Former Parcel D), Hunters Point Shipyard, San Francisco, California	ITSI	12/09
Shoreline Protection Technical Memorandum, Installation Restoration Site 7, Parcel B, Hunters Point Shipyard, San Francisco, California	ChaduxTt	4/3/09
Final Record of Decision for Parcel G, Hunters Point Shipyard, San Francisco, California	Navy	2/18/09
Candlestick Point / Hunters Point Development Project, Initial Shoreline Assessment	Moffat and Nichol	2/09
Draft Removal Action Completion Report, Time-Critical Removal Action for the Methane Source Area at IR-07, Parcel B, Hunters Point Shipyard, San Francisco, California	SES-TECH	2/09
Final Amended Parcel B Record of Decision, Hunters Point Shipyard, San Francisco, California	ChaduxTt	1/26/09
Final Removal Action Closeout Report, Time Critical Removal Action, Parcel B, IR-26, Hunters Point Shipyard, San Francisco, California	Insight	1/09
Final Second Five-Year Review of Remedial Actions, Hunters Point Shipyard, San Francisco, California	Jonas	11/11/08
Final Parcel B Construction Summary Report, Hunters Point Shipyard, San Francisco, California	ChaduxTt	7/25/08
Final Base-wide Radiological Work Plan Revision 2, Hunters Point Shipyard, San Francisco, California	TtEC	5/08
Final Parcel B Technical Memorandum in Support of a Record of Decision Amendment, Hunters Point Shipyard, San Francisco, California	ChaduxTt	12/12/07
Revised Final Feasibility Study for Parcel D, Hunters Point Shipyard, San Francisco, California	SulTech	11/30/07
Technical Memorandum for Contamination Delineation at Remedial Unit C5, Revision 1, Hunters Point Shipyard, San Francisco, California	CE2	11/06
Final Phase III Soil Vapor Extraction Treatability Study Report, Parcel B	ITSI	11/06
Final Basewide Radiological Removal Action, Action Memorandum, Revision 2006, Hunters Point	Navy	4/21/06

<b>Applicable and Relevant Documents</b>		
<b>Title</b>	<b>Author</b>	<b>Date</b>
Shipyards, San Francisco, California		
Guidance for the Evaluation and Mitigation of Subsurface Vapor Intrusion to Indoor Air, Interim Final	DTSC	2/7/05
Historical Radiological Assessment, Volume II, Use of General Radioactive Materials, 1939 to 2003, Hunters Point Shipyard	NAVSEA	8/04
Draft Final Post Construction Report: Decontaminate Process Equipment, Conduct Waste Consolidation, and Provide Asbestos Services in Parcels B, C, D, and E, Hunters Point Shipyard, San Francisco, California	TtFW	7/9/04
Final Cost and Performance Report, Zero-Valent Iron Injection Treatability Study, Building 123, Parcel B	ERRG and URS	6/04
Final Community Involvement Plan, Hunters Point Shipyard, San Francisco, California	ITSI and Tetra Tech	4/04
Final Parcel B Shoreline Characterization Technical Memorandum, Hunters Point Shipyard, San Francisco, California	Tetra Tech and ITSI	3/23/04
Final First Five-Year Review of Remedial Actions Implemented at Hunters Point Shipyard, San Francisco, California	Tetra Tech	12/10/03
Draft Waste Consolidation Summary Report, Parcel B, Hunters Point Shipyard, San Francisco, California	IT Corp	10/23/02
Letter Regarding Concurrence that A-Aquifer Groundwater at the Hunters Point Naval Shipyard, San Francisco, Meets the Exemption Criteria in the State Water Resources Control Board Source of Drinking Water Resolution 88-63. From Mr. Curtis Scott, Water Board. To Mr. Keith Forman, Base Realignment and Closure Environmental Coordinator, Naval Facilities Engineering Command	RWQCB	9/25/03
Final Soil Vapor Extraction Confirmation Study Summary, Building 123, Installation Restoration Site 10, Parcel B, Hunters Point Shipyard, San Francisco, California	Tetra Tech	8/19/03
Five-Year Review Process in the Superfund Program EPA/540/F/02/004	EPA	4/03
Draft Phase II Soil Vapor Extraction Treatability Study Report, Building 123, IR-10, Parcel B, Hunters Point Shipyard, San Francisco, California	IT Corp	2/14/02
Definition of the Installation Restoration Site 25 Boundary. Memorandum from Mr. Richard Mach, BRAC Environmental Coordinator, to Hunters Point Shipyard administrative record file	Navy	2/1/02

<b>Applicable and Relevant Documents</b>		
<b>Title</b>	<b>Author</b>	<b>Date</b>
Information Advisory Clean Imported Fill Material	DTSC	10/01
Comprehensive Five-Year Review Guidance EPA/540/R/01/007	EPA	6/01
Final Technical Memorandum, Parcel B Storm Drain Infiltration Study, Hunters Point Shipyard, San Francisco, California	Tetra Tech	2/28/01
Final Remedial Design Documents Amendment, Parcel B, Hunters Point Shipyard, San Francisco, California	Tetra Tech	2/20/01
Final Technical Memorandum, Distribution of the Bay Mud Aquitard and Characterization of the B-Aquifer in Parcel B, Hunters Point Shipyard, San Francisco, California	Tetra Tech	2/19/01
Final Explanation of Significant Differences, Parcel B, Hunters Point Shipyard, San Francisco, California	Navy	5/4/00
Final Remedial Design Documents, Parcel B, Hunters Point Shipyard, San Francisco, California	Tetra Tech and MK	8/19/99
Draft Final Technical Memorandum, Nickel Screening and Implementation Plan, Hunters Point Shipyard, San Francisco, California	Tetra Tech	8/4/99
Polychlorinated Biphenyl Survey/Abatement Report, Hunters Point Shipyard, San Francisco, California	SSPORTS	7/99
Completion Report, Exploratory Excavations, Hunters Point Naval Shipyard, San Francisco, California	IT Corp	6/99
Final Basewide Environmental Baseline Survey, Revision 01, Hunters Point Shipyard, San Francisco, California	Tetra Tech	9/4/98
Final Explanation of Significant Differences, Parcel B, Hunters Point Shipyard, San Francisco, California	Navy	8/24/98
Final PCB Assessment and Removal Report for High Voltage PCB Electrical Devices, Hunters Point Shipyard, San Francisco, California	SSPORTS	3/24/98
Final Record of Decision, Parcel B, Hunters Point Shipyard, San Francisco, California	Navy	10/7/97
Hunters Point Shipyard Redevelopment Plan	SFRA	7/14/97
Parcel B Feasibility Study, Final Report, Hunters Point Shipyard, San Francisco, California	PRC	11/26/96
Parcel D Remedial Investigation, Draft Final Report, Hunters Point Shipyard, San Francisco, California	PRC and others	10/25/96
Estimation of Hunters Point Shipyard Groundwater Ambient Levels Technical Memorandum, Hunters Point Shipyard, San Francisco, California.	PRC	9/16/96

<b>Applicable and Relevant Documents</b>		
<b>Title</b>	<b>Author</b>	<b>Date</b>
Parcel B Remedial Investigation, Draft Final Report, Hunters Point Shipyard, San Francisco, California	PRC and others	6/3/96
Draft Calculation of Hunters Point Ambient Levels, Hunters Point Annex, San Francisco, California	PRC	8/17/95
Draft Final Parcel D Site Inspection Report Naval Station Treasure Island Hunters Point Annex, San Francisco, California	HLA	1994
Preliminary Assessment Other Areas/Utilities, Naval Station Treasure Island Hunters Point Annex, San Francisco, California	HLA	10/19/90
Initial Assessment Study of Hunters Point Naval Shipyard (Disestablished), San Francisco, California	NEESA	10/84

BRAC	Base realignment and closure
DTSC	Department of Toxic Substances Control
EPA	U.S. Environmental Protection Agency
ERRG	Engineering/Remediation Resources Group
HLA	Harding Lawson Associates
ITSI	Innovative Technical Solutions, Inc.
MK	Morrison Knudsen Corporation
NAVSEA	Naval Sea Systems Command
NEESA	Naval Energy and Environmental Support Activity
PCB	Polychlorinated biphenyl
PRC	PRC Environmental Management, Inc.
RWQCB	San Francisco Bay Regional Water Quality Control Board
SFRA	San Francisco Redevelopment Agency
SSPORTS	Supervisor of Shipbuilding Conversion and Repair, Portsmouth, Virginia, Environmental Detachment
TtFW	Tetra Tech FW Inc.
VOC	Volatile organic compound

ATTACHMENT 1

Environmental Work Instruction EVR.4, Implementing and Maintaining the CERCLA  
Administrative Record and Compendium at NAVFAC Southwest